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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

GOLDSMITH & HULL, A P.C. File # CDCS147
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

DONALD M. MARCUS,

Defendant.

CASE NO.: 5:13-cv-2170

COMPLAINT ON
PROMISSORY NOTE(S)

For its claim, Plaintiff, acting on behalf of the DEPARTMENT OF EDUCATION alleges as follow:

1. This court has jurisdiction under title 28 U.S.C. Section 1345 and Title 20 U.S.C. Section 1080, and the Defendant resides in the County of SAN BERNARDINO.

2. In consideration of student loans guaranteed by Plaintiff, Defendant executed promissory note(s), copies of which are attached hereto as Exhibit(s) "1" on the date(s) set forth on said note(s).

3. Said note(s) and all rights to the obligations undertaken therein were thereafter assigned to Plaintiff.

4. Defendant has defaulted in the payment of the obligations due under the said note(s) according the their terms.

1 5. Defendant owes to Plaintiff after applying all payments and proper credits the
2 amounts hereinafter prayed for.

3 WHEREFORE, Plaintiff prays for judgment against Defendant as follow:

4 1. As to Plaintiff First Claim:

5 The principal amount of \$30,879.40, plus interest accrued from the default to
6 OCTOBER 28, 2008, in the sum of \$32,108.27 with further interest at 9% per annum
7 accruing at \$7.61 per day until entry of judgment; with interest thereafter at the legal rate
8 plus penalties/administrative charges of \$0.00.

9 2. And upon all claims;

10 A. For cost incurred.

11 B. For a surcharge of ten percent of the amount of the debt owed pursuant to 28
12 U.S.C. Section 3011, or attorneys fees.

13 C. For such other and further relief as to the Court seems just.

14
15 DATED: 11-13-2013

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17 
18 GOLDSMITH & HULL, A P.C.
19 William I. Goldsmith
20 Attorneys for Plaintiff
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EXHIBIT "1"

CALIFORNIA STUDENT AID
COMMISSION, GUARANTOR

801172

CONSOLIDATION LOAN PROGRAM
REPAYMENT OPTIONS AND PROMISSORY NOTE

9607760147

SUBMIT COMPLETED AND
SIGNED PROMISSORY NOTE TO
UES CONSOLIDATION CENTER
P.O. BOX 19750
IRVINE, CA 92713
1-800-EASIPAY

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE STATEMENT OR MISREPRESENTATION ON THIS FORM IS SUBJECT TO PENALTIES
WHICH MAY INCLUDE FINES OR IMPRISONMENT UNDER THE U.S. CRIMINAL CODE AND 20 USC 1067

SECTION I - REPAYMENT OPTIONS - SELECT YOUR REPAYMENT OPTION FROM THE FOLLOWING OPTIONS

CONSOLIDATION LOAN AMOUNT: \$ 20,806.92 LOAN TERM: 240 MONTHS INTEREST RATE: 9 %

FIXED OR LEVEL
OPTION: ☐ # OF PAYMENTS: 240 PAYMENT AMOUNT: \$ 187.21 TOTAL INTEREST YOU MAY PAY: \$ 24,123.48 TOTAL AMOUNT OF ALL PAYMENTS: \$ 44,930.40

GRADUATED
OPTION: ☐ # OF PAYMENTS: 240 PAYMENT AMOUNT: \$ 156.05 NEXT 12 \$ 189.67 \$ 26,166.24 \$ 46,973.16
NEXT 12 \$ 163.85 NEXT 12 \$ 199.15
NEXT 12 \$ 172.04 LAST 156 \$ 207.46
NEXT 12 \$ 180.64

INTEREST
ONLY OPTION: ☐ # OF MONTHS INTEREST ONLY: 12 AMOUNT OF INTEREST ONLY: \$ 156.05 REMAINING MONTHS: 228 AMOUNT OF REMAINING MONTHS PAYMENT: \$ 190.78 TOTAL INTEREST YOU MAY PAY: \$ 24,563.52 TOTAL AMOUNT OF ALL PAYMENTS: \$ 45,370.44
☐ FIRST 12 \$ 156.05 LAST 228 \$ 190.78 \$ 24,563.52 \$ 45,370.44
☐ FIRST 24 \$ 156.05 LAST 216 \$ 194.85 \$ 25,025.88 \$ 45,832.80
☐ FIRST 36 \$ 156.05 LAST 204 \$ 199.50 \$ 25,508.88 \$ 46,315.80
☐ FIRST 48 \$ 156.05 LAST 192 \$ 204.85 \$ 26,014.68 \$ 46,821.60
☐ FIRST 60 \$ 156.05 LAST 180 \$ 211.04 \$ 26,543.28 \$ 47,350.20
☒ FIRST 72 \$ 156.05 LAST 168 \$ 218.25 \$ 27,094.68 \$ 47,901.60
☐ FIRST 84 \$ 156.05 LAST 156 \$ 226.73 \$ 27,671.16 \$ 48,478.00

REDUCED
PAYMENT
OPTION: ☐ # OF MONTHS REDUCED PAYMENT: 12 AMOUNT OF REDUCED PAYMENT: \$ 171.63 REMAINING MONTHS: 228 AMOUNT OF REMAINING MONTHS PAYMENT: \$ 188.99 TOTAL INTEREST YOU MAY PAY: \$ 24,342.36 TOTAL AMOUNT OF ALL PAYMENTS: \$ 45,149.28
☐ FIRST 12 \$ 171.63 LAST 228 \$ 188.99 \$ 24,342.36 \$ 45,149.28
☐ FIRST 24 \$ 171.63 LAST 216 \$ 191.03 \$ 24,574.68 \$ 45,381.60
☐ FIRST 36 \$ 171.63 LAST 204 \$ 193.35 \$ 24,815.16 \$ 45,622.08
☐ FIRST 48 \$ 171.63 LAST 192 \$ 196.03 \$ 25,069.08 \$ 45,876.00
☐ FIRST 60 \$ 171.63 LAST 180 \$ 199.12 \$ 25,332.48 \$ 46,139.40
☐ FIRST 72 \$ 171.63 LAST 168 \$ 202.73 \$ 25,609.08 \$ 46,416.00
☐ FIRST 84 \$ 171.63 LAST 156 \$ 206.97 \$ 25,897.32 \$ 46,704.24

SECTION II - PERSONAL INFORMATION - PLEASE PRINT OR TYPE CLEARLY

Social Security Number: Last Name: FIRST NAME: MI: MARCUS DONALD R

Date of Birth: 08/07/51 Permanent Home Address: WOODLAND HILLS CA

Home Telephone: Work Telephone: Driver's License Number: 3 State of Issue: CA

REFERENCE REQUIREMENT - References must be in the United States and be at different addresses EMPLOYMENT INFORMATION

Name and address of a parent, guardian, or relative not living with you: Name: Address: City, State, Zip Code: Home Phone: Name and address of a friend or relative not living with you: Name: Address: City, State, Zip Code: Home Phone: Employer's Name: Address: City, State, Zip Code: Employed Since: Annual Salary: \$18,000.00

SECTION III - CREDIT INFORMATION - PLEASE PRINT OR TYPE CLEARLY

Lender/Holder Name: X to Con: Account Number: Type of Loan: Interest Rate: Present Balance: Date You Began/Began Repayment:

CSLFC / C/O AFSA LOS ANGELES X C1606F551886781 6SL 7.00 18,963.34 5/01/85
WACHOVIA / CHARLOTTE N.C. X 400695518867810 NBSL 3.00 1,843.58 5/01/85

TOTAL INDEBTEDNESS I AM REQUESTING YOU CONSIDER IN DETERMINING MY LOAN TERMS: 20,806.92
CONSOLIDATION LOAN AMOUNT: 20,806.92

PROMISE TO PAY

I, the undersigned borrower, promise to pay to the trustee as designated by the CALIFORNIA STUDENT LOAN FINANCE CORPORATION (or subsequent holder of this promissory note), the amount advanced on my behalf, to pay daily simple interest on the unpaid principal balance at the rate described on the reverse side of this note, and in accordance with the Disclosure Statement and Repayment Schedule that my lender will provide to me at the time my former creditors have discharged my loans for consolidation, and to pay all late charges, attorney's fees and other costs permitted by law and incurred by my lender, subsequent holder, or the guarantor in the collection of any amount not paid when due. I understand that the amount of my loan will be based on the payoff balances of the loans I have selected for consolidation as provided by my creditors of the loans and may exceed my estimate of such payoff balances. My signature below certifies that I have read, understood, and agreed to the conditions and authorizations stated in the terms on the reverse side and have received a copy of this repayment schedule/promissory note. I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I HAVE READ THE MATERIAL AND UNDERSTAND MY RIGHTS AND RESPONSIBILITIES UNDER THE LOAN CONSOLIDATION PROGRAM. THIS REPAYMENT OPTIONS/PROMISSORY NOTE WILL BE GOVERNED BY FEDERAL LAW APPLICABLE TO CONSOLIDATION LOANS.

SIGNATURE: Social Security Number: DATE: 12/19/10

TERMS OF REPAYMENT OPTIONS AND PROMISSORY NOTE

A. **Disclosure Statement:** I understand that I will receive a Disclosure Statement that describes my proposed loan amount, the interest rate, the date, due date, and terms of my loan, and the amount of my loan. I will receive this information at least 14 days before I sign this Promissory Note. I will receive this information at least 14 days before I sign this Promissory Note. I will receive this information at least 14 days before I sign this Promissory Note.

B. **Interest:** The interest rate on this loan will be the rate of interest on the loan. If the interest rate on the loan is a variable rate, the interest rate will be the rate of interest on the loan. If the interest rate on the loan is a variable rate, the interest rate will be the rate of interest on the loan. If the interest rate on the loan is a variable rate, the interest rate will be the rate of interest on the loan.

C. **Prepayment:** I may prepay my loan at any time without penalty. I may prepay my loan at any time without penalty. I may prepay my loan at any time without penalty.

D. **Repayment:** The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document known as a Disclosure Statement and Repayment Schedule. I will receive this information at least 14 days before I sign this Promissory Note. I will receive this information at least 14 days before I sign this Promissory Note. I will receive this information at least 14 days before I sign this Promissory Note.

E. **Default:** I may default on my loan if I fail to make a payment on time. I may default on my loan if I fail to make a payment on time. I may default on my loan if I fail to make a payment on time.

F. **Forbearance:** I am unable to make the scheduled payments for reasons of hardship. I am unable to make the scheduled payments for reasons of hardship. I am unable to make the scheduled payments for reasons of hardship.

G. **Date Charges:** I am permitted by the lender to pay late charges on my loan. I am permitted by the lender to pay late charges on my loan. I am permitted by the lender to pay late charges on my loan.

H. **Acceleration:** At the option of the lender or other holder of this Note, the entire loan balance and accrued interest may become due and payable, without notice or demand upon the completion of any one or more of the following events:

1. I make a late payment on my loan.

2. I default on my loan.

I. **Default:** Default means the failure to make a payment on time. I may default on my loan if I fail to make a payment on time. I may default on my loan if I fail to make a payment on time.

1. 180 days for a loan repayable in monthly installments.

2. 240 days for a loan repayable in less frequent installments.

J. **Acceleration:** At the option of the lender or other holder of this Note, the entire loan balance and accrued interest may become due and payable, without notice or demand upon the completion of any one or more of the following events:

1. The lender or other holder of this Note may declare the entire loan balance and accrued interest due and payable.

2. The lender or other holder of this Note may declare the entire loan balance and accrued interest due and payable.

3. I am not able to receive assistance from any of the following Federal programs: Pell Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Incentive Grant, Perkins Loans, National Direct Student Loans, Guaranteed Student Loans, Supplemental Loans for Students (SLS), PLUS Loans or Consolidation Loans.

K. **Credit Bureau Notification:** Information concerning the amount of this loan and its repayment will be reported to one or more credit bureaus. Information concerning the amount of this loan and its repayment will be reported to one or more credit bureaus.

L. **Transfer of Note:** If the lender sells the loan or otherwise transfers the right to receive payment, I must be given a clear notice of the transfer. I must be given a clear notice of the transfer. I must be given a clear notice of the transfer.

M. **Other Promises and Agreements of the Borrower:** In addition to the other promises and agreements I have made in this Note, I agree that I will not use the loan for any purpose other than the purpose for which it was made. I will not use the loan for any purpose other than the purpose for which it was made.

N. **Guarantee:** If the lender sells the loan or otherwise transfers the right to receive payment, I must be given a clear notice of the transfer. I must be given a clear notice of the transfer. I must be given a clear notice of the transfer.

O. **Interpretation:** The terms of this loan will be interpreted in accordance with the Higher Education Act of 1965, as amended, any federal regulations, and State law and regulations which govern the California Student Aid Commission. The lender will show these laws and regulations to me upon request.

P. **Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense.** In accordance with Section 902 of the Department of Defense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2161, note), questions concerning the program should be addressed to the local recruiter for the services involved. This program is a recruiting program and does not pertain to prior service, by an individual or those not eligible for enlistment in the Armed Forces.

Q. **In the event of my death or permanent disability, the amount owed, including unpaid accrued interest, shall be cancelled in accordance with regulations issued by the U.S. Department of Education.** In the event of my death or permanent disability, the amount owed, including unpaid accrued interest, shall be cancelled in accordance with regulations issued by the U.S. Department of Education.

R. **In the event that I am a borrower on a consolidation loan, I agree to repay the loan in accordance with the terms of the consolidation loan.** In the event that I am a borrower on a consolidation loan, I agree to repay the loan in accordance with the terms of the consolidation loan.

S. **APPLICANT CERTIFICATION:** I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan.

T. **Confidentiality:** I have no outstanding loan consolidation pending with any lender or holder of my loan. I have no outstanding loan consolidation pending with any lender or holder of my loan. I have no outstanding loan consolidation pending with any lender or holder of my loan.

U. **NOTICE TO APPLICANT:** I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan.

V. **Privacy Act:** I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan.

W. **Authority:** I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan.

X. **Consent:** I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan.

Y. **Consent:** I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan. I certify that I am a borrower on a consolidation loan.

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CDCS NO: CDCS147

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

DONALD M. MARCUS

Defendant(s).

COURT NO:

5:13 cv-2170

SUMMONS

TO THE ABOVE-NAMED DEFENDANT(S), You are hereby summoned and required to file with the court and serve upon

Plaintiff's attorney whose address is:

GOLDSMITH & HULL, A P.C.
16933 PARTHENIA STREET
NORTHRIDGE, CA 91343

an answer to the complaint which is herewith served upon you within 21 days after service of this summons upon you, exclusive of day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Date: NOV 25 2013

BY: TERRY N. FISK, CLERK
Deputy Clerk



(SEAL OF THE COURT)

SUMMONS

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)
GOLDSMITH & HULL, A.P.C.
16933 Parthenia Street, Suite 110
Northridge, CA 91343
Telephone: (818)990-6600 Fax No: (818)9906140

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☒ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
☐ 3. Federal Question (U.S. Government Not a Party)
☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding
☐ 2. Removed from State Court
☐ 3. Remanded from Appellate Court
☐ 4. Reinstated or Reopened
☐ 5. Transferred from Another District (Specify)
☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No ☒ MONEY DEMANDED IN COMPLAINT: \$ 62,987.67

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
COMPLAINT ON FEDERALLY INSURED STUDENT LOAN - DEPARTMENT OF EDUCATION TITLE 20 U.S.C. SECTION 1071 AND TITLE 20 U.S.C. SECTION 1080

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input checked="" type="checkbox"/> REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <input checked="" type="checkbox"/> TORTS <input checked="" type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input checked="" type="checkbox"/> TORTS <input checked="" type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input checked="" type="checkbox"/> BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input checked="" type="checkbox"/> CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input checked="" type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g)) <input checked="" type="checkbox"/> FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: 5:13-cv-2170

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside:		Then check the box below for the county in which the majority of PLAINTIFFS reside:
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input checked="" type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims?	A Los Angeles County	B Ventura, Santa Barbara, or San Luis Obispo Counties	C Orange County	D Riverside or San Bernardino Counties	E Outside the Central District of California	F Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IC.1. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column C
- ☐ only 1 answer in Column C and no answers in Column D

Your case will initially be assigned to the
SOUTHERN DIVISION.
Enter "Southern" in response to Question D, below.

If none applies, answer question C2 to the right. →

C.2. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column D
- ☐ only 1 answer in Column D and no answers in Column C

Your case will initially be assigned to the
EASTERN DIVISION.
Enter "Eastern" in response to Question D, below.

If none applies, go to the box below. ↓

Your case will initially be assigned to the
WESTERN DIVISION.
Enter "Western" in response to Question D below.

Question D: Initial Division?	INITIAL DIVISION IN CACD IS:
Enter the initial division determined by Question A, B, or C above: →	EASTERN

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed?

☐ NO☒ YES

If yes, list case number(s): CV11-10718

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case?

☒ NO☐ YES

If yes, list case number(s):

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):

DATE:

Nov 13 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))